

**Terms and Conditions**  
**AmBank New Debit Card Activation Campaign**  
**Campaign Period: 15 April 2021 to 31 October 2021**

**REMINDER: Eligible Customer(s) (as defined below) is hereby reminded to read and understand the terms and conditions below which are available at [www.ambank.com.my](http://www.ambank.com.my). If the Eligible Customers do not understand any of the terms and conditions stated herein, the Eligible Customer(s) are advised to discuss with any of the Bank's authorised representative.**

## **1 Definition**

- 1.1 For the purpose of these terms and conditions, the following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

**"AmBank Group"** refers to all the Related Corporations and Associate Corporations of the Bank whether incorporated within or outside of Malaysia, existing now or in the future and reference to 'AmBank Group' in these terms and conditions herein, shall include all or any entity within AmBank Group.

**"Bank"** refers to AmBank (M) Berhad ('AmBank') [Company No.: 196901000166 (8515-D)], company incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

**"Campaign"** refers to this **"AmBank New Debit Card Activation Campaign"** organised by the Bank in accordance with the terms and conditions stipulated herein.

**"Campaign Period"** shall commence on 15 April 2021 (00:00 GMT+8) and ends on 31 October 2021 (23:59 GMT+8), both dates inclusive. The Bank reserves the right to vary or amend the duration of the Campaign Period at its discretion with Prior Notice.

**"Debit Card"** refers to the Debit Card (AmBank Debit Mastercard and TRUE by AmBank Debit Mastercard) issued by the Bank.

**"Prior Notice"** means the notice by the Bank of certain facts or of a particular state of affairs of at least seven (7) calendar days.

- 1.2 Words denoting persons shall include living persons and, if and where applicable, body or persons incorporated or unincorporated. Words importing the singular shall also include the plural and vice-versa. Words importing the masculine gender shall include the feminine and neuter gender.
- 1.3 **"Associate Corporations"** shall have the same meaning assigned to it under Section 2(1) of the Financial Services Act 2013, where applicable. **"Related Corporations"** shall have the same meaning assigned to it under Section 7 of the Companies Act 2016.

## **2 Eligibility**

- 2.1 The Campaign is offered to **new** Debit Card cardholder(s) of the Bank, age 18 years old and above, whom has opened an account with the Bank and has activated the Debit Card during the Campaign Period, herein referred to as **"Eligible Customer(s)"**. Replacement and renewal Debit Cards are not eligible to participate this campaign.
- 2.2 Enrollment is not required for the purpose of participation in this Campaign.

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2.3 For the avoidance of doubt, employees of AmBank Group and their immediate family members (spouses, children, siblings and parents) are eligible to participate in this Campaign.

**3 Campaign Mechanics**

3.1 To participate in this Campaign, the Eligible Customer(s) is required to activate the Debit Card and perform the Eligible Transaction(s) as defined in clause 3.2 below using his/her Debit Card within Thirty (30) calendar days from activation date and within Campaign Period and stand a chance to win the Monthly Prize(s) as set out in **Table 1** under Clause 4.1 hereof during the Campaign Period.

3.2 **“Eligible Transaction(s)”** shall mean any local and overseas retail transactions including online purchases which were successfully charged to the Debit Card during the Campaign Period, except for the following transactions which are hereby expressly **excluded** and shall not be treated as Eligible Transaction(s):

- a) Cash withdrawals, deposits or transfers;
- b) Payment of annual fees or service charges, delivery charges, cash payments, card replacement fee, fraud charges or any other fees, charges or penalties whether imposed by the Bank or otherwise; and
- c) Any unposted, cancelled, void, disputed, refunded, fraudulent or unauthorised transactions.

The Bank’s determination as to what constitutes Eligible Transaction(s) as defined in Clause 3.2 herein shall be conclusive and binding on all Eligible Customer(s).

3.3 For the avoidance of doubt, international transactions in foreign currency shall be converted to Ringgit Malaysia (RM) based on the Bank’s prevailing foreign exchange rate as at the transaction date and time (Malaysian Time) captured in the Bank’s records during the Campaign Period.

3.4 The tracking of Eligible Customer(s)’ Eligible Transaction(s) shall be based on the transaction date and time (Malaysian Time) as captured by the Bank’s transaction records.

3.5 The Eligible Customer(s) who maintain Monthly Average Balance of RM1,000 in the Campaign Month as set out in **Table 1** shall be entitled to earn double entries in the same month.

3.6 The Eligible Customer(s) who performed the Eligible Transaction(s) as captured by the Bank’s record will be entitled to the Monthly Prize(s) as set out in **Table 1** of Clause 4.1. A total of **sixty five (65) winners** will be selected to win the Prize(s) throughout the Campaign Period as reflected in **Table 1** below:

**4 Prize(s)**

4.1 The Monthly Prize(s) under this Campaign is illustrated in **Table 1** below.

**Table 1**

Month	Eligibility Entry(s) Period	No. of Prize(s)	Total Value (RM)
<b>1<sup>st</sup> Month</b>	Transaction(s) made from 15 April to 31 May 2021	15 X RM300 Cash Prize	4,500
<b>2<sup>nd</sup> Month</b>	Transaction(s) made from 1 June to 30 June 2021	10 X RM300 Cash Prize	3,000
<b>3<sup>rd</sup> Month</b>	Transaction(s) made from	10 X RM300 Cash Prize	3,000

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	1 July to 31 July 2021		
<b>4<sup>th</sup> Month</b>	Transaction(s) made from 1 August to 31 August 2021	10 X RM300 Cash Prize	3,000
<b>5<sup>th</sup> Month</b>	Transaction(s) made from 1 September to 30 September 2021	10 X RM300 Cash Prize	3,000
<b>6<sup>th</sup> Month</b>	Transaction(s) made from 1 October to 31 October 2021	10 X RM300 Cash Prize	3,000
	<b>Total</b>	<b>65</b>	<b>19,500</b>

4.2 Winner Selection

Each Eligible Transaction will qualify for one (1) entry to be selected as a Monthly Prize(s) winner. At the end of each Campaign Month (as stated in Table 1 above), the Bank will randomly select potential winners from the qualifying entries for the Monthly Prize(s). The selected potential winners will be contacted by the Bank via telephone on his/her mobile number maintained in the Bank's records within sixty (60) working days after the end of each Campaign Month and is required to answer two (2) questions correctly in order to be rewarded with the Monthly Prize.

For the avoidance of doubt, the Monthly Prize(s) is capped at Fifteen (15) for 1<sup>st</sup> Campaign Month and Ten (10) for the following Campaign Month (as stated in Table 1 above) and shall total up to sixty-five (65) throughout the Campaign Period.

- 4.3 Each Eligible Customer is may only win a maximum of one (1) Monthly Prize throughout the whole Campaign Period.
- 4.4 The Monthly Prize(s) will be credited into the respective winners' Current or Savings Account that is linked to his/her Debit Card used for the Eligible Transaction(s) during the Campaign Period within sixty (60) Calendar days after the end of the Campaign Period.
- 4.5 The Bank will not entertain any request from the winners to transfer the Monthly Prize(s) to other accounts maintained with the Bank or any other financial institution or any third party's accounts.
- 4.6 The winner's Current or Savings Account must not be dormant or closed throughout the Campaign Period and at the point the Monthly Prize(s) is being crediting into the winner's Current or Savings Account.
- 4.7 The Monthly Prize(s) is non-transferable to any third party and non-exchangeable for up-front cash, credit or any such other kind.
- 4.8 The Bank shall notify the winners via Short Messaging Service ("**SMS**") based on their contact details maintained in the Bank's system. Notwithstanding the foregoing, the Bank reserves the right to use any other medium or method, including the Bank's website at [www.ambank.com.my](http://www.ambank.com.my) for the purpose of announcing the winners.
- 4.9 It shall be the Eligible Customer(s)' responsibility to ensure that their contact details such as mobile numbers and correspondence address provided are current and updated with the Bank. The Bank shall not be responsible to the Eligible Customer(s) for any loss (including loss of opportunity and consequential loss flowing there from) suffered in the event the Eligible Customer(s)' contact details in the Bank's record are not updated.

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**5 General**

- 5.1 By participating in this Campaign, the Eligible Customer(s) and/or any party related herein consent and agree to be bound by the terms and conditions herein, and the terms and conditions herein shall be read together with the General Terms and Conditions for Accounts and Services and AmBank Debit MasterCard Terms and Conditions. The Eligible Customer(s) is required to log on to the Bank's official website at <http://www.ambank.com.my/eng/terms-and-conditions> for any Campaign updates or the latest terms and conditions, if any.
- 5.2 The Campaign offer is not valid with any other promotions of the Bank.
- 5.3 The Bank shall have, at any time, the right to cancel, terminate or suspend this Campaign with Prior Notice.
- 5.4 The Bank shall have the right and discretion to vary, amend, delete or add to any of the terms and conditions set out herein, in whole or in any part from time to time including to vary the Campaign Period with Prior Notice.
- 5.5 Any notice issued by the Bank shall be posted on the Bank's official website at [www.ambank.com.my](http://www.ambank.com.my) or displayed in its branches, and any such notice shall be deemed given when so posted at its official website or its branches, whichever is earlier.
- 5.6 The Bank shall have the right to cancel the participation of or disqualify any Eligible Customer(s) from participating in this Campaign if it finds or determines that:
- a) The said Eligible Customer(s) has provided untrue information or acted fraudulently or wrongfully in any manner during the entry process or throughout the Campaign Period; or
  - b) The Eligible Customer(s) has breached or will potentially breach the terms and conditions herein.
- 5.7 Unless expressly stated otherwise, the terms and conditions herein set forth, including any amendments thereto, will prevail over any other provisions and/or representations contained in any other notices/promotion/advertising materials for this Campaign.
- 5.8 The Bank's decision on all matters relating to the eligibility of the customers for the participation in the Campaign shall be final and binding on all participating Eligible Customer(s).
- 5.9 The Bank is not liable for any loss or damages suffered, such as loss of income or profit, or any indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties, arising out of or in connection with the Campaign, save and except where such loss or damages were directly caused by the Bank's gross negligence, willful default or fraud.
- 5.10 Notwithstanding anything to the contrary contained herein, the Bank is not liable for any failure or delay in the performance of its obligation under this terms and conditions herein arising out of or caused by forces beyond the Bank's reasonable control, such as, any act of God, war, riot, work stoppages, accidents, lockout, industrial action or natural catastrophes.
- 5.11 The Bank shall not be responsible or liable for any failure by any Eligible Customer(s) to participate in the Campaign at any time due to any network, communication or system error, interruption and/or failure.
- 5.12 All questions concerning the construction, validity, enforcement and interpretation of the terms and conditions stipulated herein shall be governed by, construed and enforced in accordance with the laws of Malaysia. The parties hereby submit to the jurisdiction of the Courts of Malaysia for

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the purpose of any suit, action or other proceeding arising out of or based on the terms and conditions herein.

- 5.13 The Bahasa Malaysia version of this terms and conditions is also available at [www.ambank.com.my/eng/terms-and-conditions](http://www.ambank.com.my/eng/terms-and-conditions). In the event of any discrepancies or conflict in the interpretation of these terms and conditions, the English and Bahasa Malaysia versions of each of these terms and conditions shall be construed as equivalent of each other and each of the terms and conditions stipulated in both languages shall carry the same meaning.
- 5.14 For any assistance and/or feedback in relation to this Campaign, the Eligible Customer(s) may contact the Bank's Contact Centre from 7.00 a.m. to 11.00 p.m., Monday to Friday by calling 03-2178 8888 or e-mail to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com).

**DISCLAIMERS**

AmBank (M) Berhad ("AmBank") is a provider of banking services and an issuer of Debit Cards. This Campaign is solely offered and sponsored by AmBank. AmBank has no affiliation with the merchants. The merchants are not partners, co-joint ventures or agents of AmBank, nor are they responsible for the Prize(s). All queries relating to the Campaign should be directed to AmBank.

AmBank shall not be liable for any delays on posting of transaction dates made by any merchants. AmBank shall not be responsible for any failures or delays in the transmission of evidence of sales transactions by PayNet (MyDebit), Mastercard Inc., merchant establishments or any other party.

AmBank does not give any warranty of fitness of any purpose of any goods or services made available by any merchant establishments or any other party. By participating in this Campaign, the Eligible Customer(s) agree that AmBank shall not be responsible for any bodily harm (including death), loss or damage occasioned by any purchase, use or consumption of any product or services made available by any of the participating merchants or any other party.